



CMS-1500 Guide for New XML Submission Partners

2021

WCB.NY.GOV



Workers' Compensation Board

Table of Contents

Welcome	2
<i>Form CMS-1500</i> XML Submission Process Diagram	3
Overview of <i>Form CMS-1500</i> XML Submission Process	4
XML Submission Partner Registration	4
Testing and Approval	5
Testing Overview	5
Develop Test File & Provide to Board	5
Test Part 1: XML Submissions via Web Portal to test matrix rules	6
Cycle 1: 4 scenarios	6
Cycle 2: 100 Production records	6
Test Part 2: XML Submission via sFTP to test communications	6
Test XML File Acceptance Criteria	7
Zip File Requirements & Validation	7
Terminology	8
Timelines	8
Performance Reports	9
Attachments	9

Welcome

To increase health care provider participation in the New York State workers' compensation system and improve injured workers' access to timely, quality medical care, the New York State Workers' Compensation Board (Board) has made a strategic decision to adopt **Form CMS-1500**. **Form CMS-1500** is already used by virtually all medical providers and insurance carriers. It is the universal claim form used to bill the Centers for Medicare and Medicaid Services (CMS), as well as health payers. The initiative will leverage providers' current medical billing software and medical records while promoting a more efficient workers' compensation system.

Providers have indicated that the unique paperwork requirements currently in the workers' compensation system are time consuming to complete. Adoption of **Form CMS-1500** will enable the Board to consolidate and eliminate certain medical billing forms, thereby reducing the administrative burden on health care providers. Careful review and discussion with various stakeholders confirm that **Form CMS-1500** is easy to use and provides all the necessary information, when supplemented by a medical narrative.

The Board will replace the following forms with **Form CMS-1500**:

- *Doctor's Initial Report (Forms C-4, EC-4)*
- *Continuation to Carrier/Employer Billing Section (Form C-4.1)*
- *Doctor's Progress Report (Forms C-4.2, EC-4.2)*
- *Ancillary Medical Report (Forms C-4AMR, EC-4AMR)*
- *Doctor's Narrative Report (Form EC-4NARR)*
- *Occupational/ Physical Therapist's Report (Forms OT/PT-4, EOT/PT-4)*
- *Psychologist's Report (Form PS-4)*
- *Attending Ophthalmologist's Report (Form C-5)*

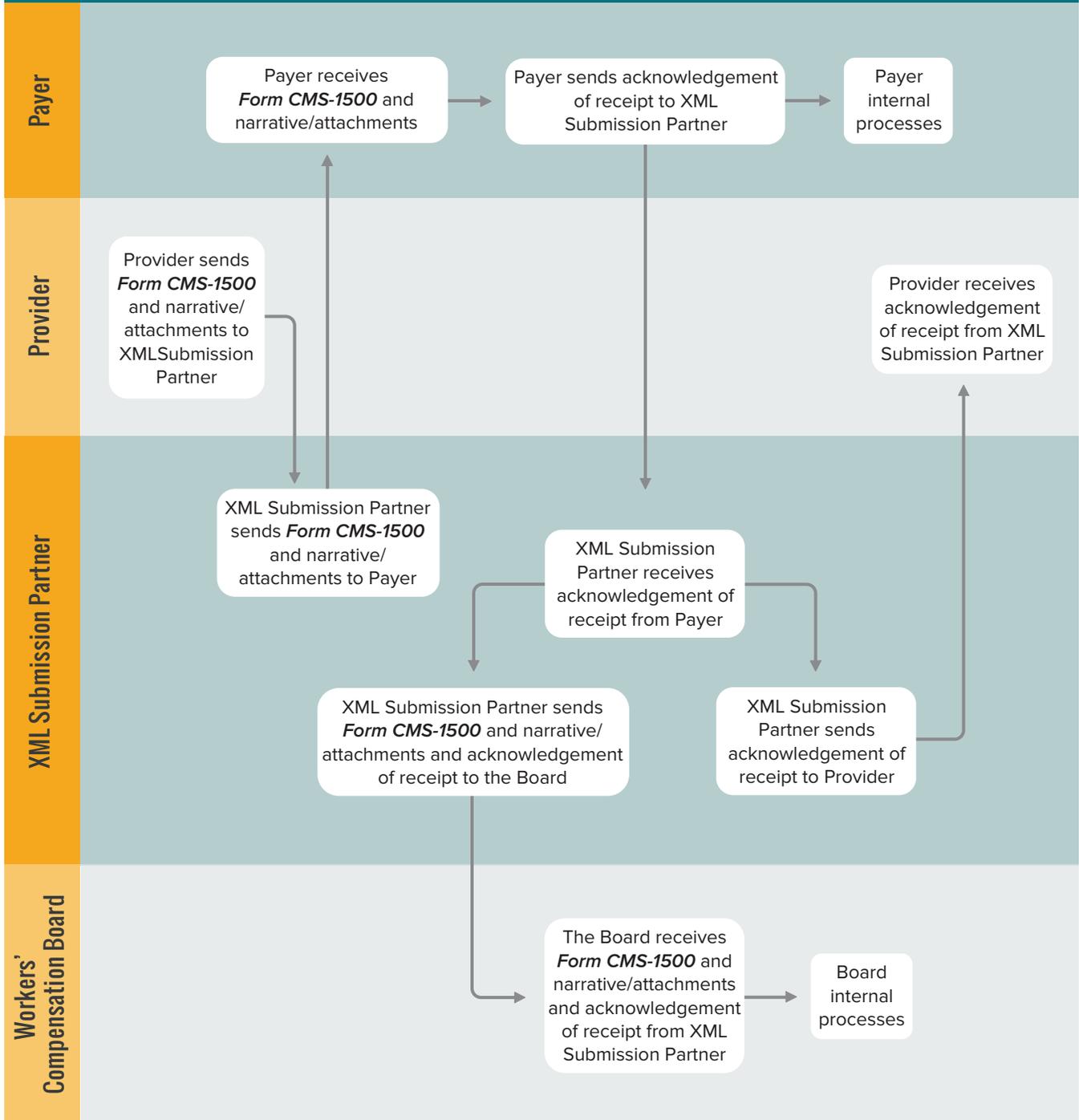
This document explains how to become an XML submission partner, including details on registration and testing. Testing XML transactions that contain **Form CMS-1500** is required to ensure that there are no connectivity issues, and that the transactions are submitted without errors. If additional background information is needed regarding the **Form CMS-1500** Initiative, please email the Board at CMS1500@wcb.ny.gov.

The New York State Workers' Compensation Board has developed a reference schema, which describes the data elements of the XML submission. An XML submission consists of a zip file submitted to the Board containing the discrete data described by the schema and all attachments. Attachments must be in binary format as a TIFF image. The **CMS-1500 XML Matrix** is provided as an attachment to this document. Upon completing the registration process, your organization will produce test files, and ultimately production files that will contain:

- XML rendering of the **Form CMS-1500**
- TIFF image of the **Form CMS-1500**
- TIFF image of the Medical Narrative

The data file produced must conform to the requirements of the **CMS-1500 XML Matrix**.

Form CMS-1500 XML Submission Process



Overview of Form CMS-1500 XML Submission Process

Providers may transmit medical bills using *Form CMS-1500* (and required medical narratives, and/or attachments as applicable) through their clearinghouses (XML submission partners) to workers' compensation payers or self-insured employers.

Form CMS-1500 must be submitted with a detailed narrative report to be considered a valid submission. The Workers' Compensation Board has provided guidance on required medical narratives and attachments at the end of this document for your reference.

Workers' compensation payers will accept *Form CMS-1500* from XML submission partners and return electronic acknowledgments of receipt of *Form CMS-1500* to the XML submission partners. The XML submission partners will then forward the acknowledgements (including receipt date) to the providers and the Board.

The Board will receive *CMS-1500* forms, narrative attachments, and payers' acknowledgments of receipt from XML submission partners in a

designated XML format. *Form CMS-1500* data and narrative attachments received by the Board will be combined and displayed in the applicable claimants' WCB case folders.

The XML submission partners will be required to submit *Form CMS-1500* data and narrative reports to the Board within the same time frame that the payer must submit its acceptance (within seven business days of receipt from the treating provider). When a *Form CMS-1500* and narrative report are not accepted by the payer within seven business days, the XML submission partner will be required to advise the provider and seek direction as to whether to continue electronic submission attempts or submit *Form CMS-1500* and the narrative report in an alternate format, e.g., mail or email.

The reporting requirements of the Workers' Compensation Law and its regulations, specifically 12 NYCRR §325-1.3, remain unchanged. Providers (and XML submission partners on behalf of providers) are required to comply with these reporting requirements.

XML Submission Partner Registration

All prospective XML submission partners must register with the Board to submit *Form CMS-1500* electronically. You can register on our website:

www.wcb.ny.gov/content/ebiz/XMLSubmissions/xmlSubmissions_howtoreg.jsp

Testing and Approval

Testing Overview

To be approved to submit *Form CMS-1500* in XML format, all XML submission partners must successfully transmit test XML submissions to the Board. The goal of testing is to ensure that the Board receives the required data and/or attachments in *Form CMS-1500* during the XML submission process. If required data, as documented by the XML schema, is not present on current medical claim forms for any given transaction, then this data would need to be added to the respective electronic *Form CMS-1500* transactions contained within the XML submission.

XML submission partners will receive two agreements after their registrations have been processed:

- **Test Agreement for Business Partners Submitting Medical Reports in XML Format** — an agreement between the XML submission partner and the New York State Workers' Compensation Board to test the submission of XML files. The Submitter must return the signed and notarized *Test Agreement* to the Board prior to beginning the test phase.
- **XML Submission Partner Agreement for XML Submission of Form CMS-1500 Data and Medical Narrative Reports on Behalf of Health Care Provider** — an agreement between the XML submission partner and the New York State Workers' Compensation Board to submit production XML files.

A listing of all interested, in-testing and approved XML submission partners for *Form CMS-1500* is posted on the Board's website. After each entity successfully completes testing and executes an *XML Submission Partner Agreement* with the Board, their status will be updated on the list and they will be approved to submit production *Form CMS-1500* data and medical narrative attachments. XML submission partners may present an executed copy of their *XML Submission Partner Agreement* to every treating provider who will use their filing service.

To participate in the testing phase, the Submitter must partner with payers and medical providers.

The medical provider's role during the test phase will be to submit production medical claim form data to the Board as they normally do, and, at the same time, make this production data available to the Submitter. The Submitter will create an XML submission from the production data and submit it to the Board to test.

Providers must be registered with the Board to submit their data in XML format to the Board. XML submission partners may want to get a copy of the provider's agreement with the Board: *Treating Health Care Provider's Agreement for XML Submission of Form CMS-1500 Data and Medical Narrative Reports* or *Out-of-State Health Care Provider's Agreement for XML Submission of Form CMS-1500 and Medical Narrative Reports*.

Develop Test Files & Provide to Board

The testing plan consists of Part 1: XML Submissions via Web Portal to test matrix rules; and Part 2: an optional XML Submission via sFTP to test communications. Within Part 1, there are two cycles: Cycle 1 will test four scenarios; Cycle 2 is a parallel test of 100 production records. The Part 1 test phases

of the project must be successfully completed before the Submitter may submit *Form CMS-1500* data and medical narrative attachments for production. The Board is exploring combining Part 1 and Part 2 into a single event. Until that exploration is complete, the following test schedule should be used.

Develop Test Files & Provide to Board (cont'd)

TEST PART 1: XML Submissions via Web Portal to Test Matrix Rules

Part 1 of the testing phase will be accomplished in two cycles to manage the volume of transactions. The test files must pass 100% of expected results to proceed to the next testing phase.

CYCLE 1	
The XML submission partner will develop a test file made up of four example scenarios noted below:	
<ul style="list-style-type: none"> Services provided by authorized Physician 	www.wcb.ny.gov/CMS-1500/CMS1500-Sample-MD.pdf
<ul style="list-style-type: none"> Services provided by self-employed Physical Therapist referred by authorized Physician 	www.wcb.ny.gov/CMS-1500/CMS1500-Sample-PT.pdf
<ul style="list-style-type: none"> Services provided by an authorized Physician Assistant under the supervision of an authorized Physician. 	www.wcb.ny.gov/CMS-1500/CMS1500-Sample-PA.pdf
<ul style="list-style-type: none"> DME product ordered by authorized Physician 	www.wcb.ny.gov/CMS-1500/CMS1500-Sample-DME.pdf

Upon successful completion of Cycle 1, the Submitter will proceed to Cycle 2.

CYCLE 2
<p>The XML submission partner will send one test file that contains 100 complete records of production data. This data will be provided to the XML submission partner by its medical provider customers. The medical providers should have already submitted this data to the Board and the respective payers.</p> <p>The Cycle 2 test should include as many of these form types noted below as possible:</p>
<ul style="list-style-type: none"> Doctor's Initial Report (Forms C-4, EC-4)
<ul style="list-style-type: none"> Doctor's Progress Report (Forms C-4.2, EC-4.2)
<ul style="list-style-type: none"> Ancillary Medical Report (Forms C-4AMR, EC-4AMR)
<ul style="list-style-type: none"> Occupational/Physical Therapist's Report (Forms OT/PT-4, EOT/PT-4)
<ul style="list-style-type: none"> Psychologist's Report (Form PS-4)
<ul style="list-style-type: none"> Attending Ophthalmologist's Report (Form C-5)

Cycle 2 testing should be completed within 120 days. During this time, the Submitter will be provided with detailed exception reports that should be reviewed and corrected prior to submission of the next test file. If the Submitter is not successful after multiple test file attempts, the Board may not consider that Submitter again.

TEST PART 2: Optional XML Submission via sFTP to test communications

Part 2 of the test consists of re-transmitting the Part 1, Cycle 2 test file via sFTP to ensure connectivity. Once scheduled, testing and feedback should occur within the same day.

Once the test submissions pass, they will be queued to load for final cutover to production.

Please refer to the terminology section for more information regarding attachments.

Test XML File Acceptance Criteria

A test XML submission is composed of multiple *Form CMS-1500* transactions.

Each *Form CMS-1500* transaction submitted in a test XML submission will earn a 1 (acceptable) or 0 (not acceptable). To earn a 1 for the transaction, all the criteria below must be met for that transaction:

- All required fields as specified in the schema must be provided.
- All conditionally required fields as specified in the schema must be provided.

- All attachments included in the corresponding production medical claim form must be included with the XML *Form CMS-1500* transaction.
- All data contained in the corresponding production medical claim form must be included, and match 100%, with the corresponding XML *Form CMS-1500* transaction.

If one or more of the criteria above is not satisfied, then the transaction will earn a 0.

Zip File Requirements and Validation

The XML Submission consists of a zip file containing a single XML file with at least one TIFF image file. The zip file format provides a simple container mechanism that eases management of all submissions. The XML file will describe one or more documents, each of which consists of discrete form data followed by zero or more attachments. An attachment can be a block of text (which is included in the XML file itself) or a TIFF image, which is included separately in the zip file. The submission will be transmitted to the Workers' Compensation Board via an encrypted (SSL) browser connection to the Board's website. Details on this connection will be described when the Board schedules you for testing. Immediately upon receipt of the submission, a set of overall integrity checks will be performed:

- Is the zip file valid?
- Is the included XML file valid (does it conform to the schema)??
- Is the set of included TIFF files complete — anything missing or unreferenced?
- Do the included TIFF files meet specific formatting requirements (Group 4 Fax format, 200dpi, black & white (color depth = 1), etc.)?

If the above criteria are satisfied, the submission is accepted for processing. If any of the above checks fail, the submission is immediately rejected.

During the Board's "batch window" (roughly 7 p.m. - 7 a.m.), all accepted submissions will be processed. Each document in a submission will be

examined in detail to ensure the data meets requirements.

During the examination, cross-element edits, code lookups/verifications, medical provider authorizations, etc. will be performed on each document. For specific details, refer to *CMS-1500 Field Table Matrix for XML Submission* (www.wcb.ny.gov/CMS-1500/CMS1500-FieldTableMatrix_XMLSubmissionPartners.xlsx). Upon completion, one of three statuses will be assigned:

STATUS	MEANING
Accepted	Processed without errors or warnings (there is no text message associated with this status)
Accepted with Errors	Processed, but there was a problem with some aspect of the document (the associated text message will provide detail)
Rejected	Not processed (the associated text message will provide detail)

For each document that is assigned one of the first two statuses, the discrete data elements and images will be stored in the appropriate repositories. Upon completion of submission processing, results will be made available to the XML submission partner for download (formatted per the results.xsd schema). *Access to this file will be granted once the test is scheduled.*

Terminology

ATTACHMENT TYPES:

- **Binary Attachment** — An electronic file in TIFF format that is included as part of the XML submission.
- **Text Attachment** — Additional text in ASCII format within the XML file, which must conform to the XML schema.
- **Electronic Attachments (binary and text)** — Binary or text attachments that are included as part of the XML submission. They are associated with the discrete data provided in each respective *Form CMS-1500* within the XML submission. The electronic attachments correspond to the separate paper documents that would be submitted with a paper *Form CMS-1500*.

Medical Provider — The author of the *Form CMS-1500* data and attachments.

Production Form CMS-1500 — *Form CMS-1500*, either electronic or paper, that is submitted to the Board’s production Claims Information System to be processed as part of the claimant’s case.

Submitter — The company that is submitting the XML submission to the Board. This company is registered with the Board and executed an *XML Submission Partner’s Agreement for XML Submission of Form CMS-1500 Data and Medical Narrative Reports on Behalf of Health Care Provider* attesting to authenticity of electronic signature.

Transaction — A discrete *Form CMS-1500* and all the corresponding data and attachments submitted with it.

XML Submission — The zip file submitted to the Board containing the discrete data described by the schema and all attachments. Attachments may be text attachments (ASCII) contained within the schema or binary attachments (TIFF).

Timelines

Once the registration process is complete and test files are developed, then testing can be scheduled. Please note for the table below, the items represent submissions that have no errors on the first attempt. The typical test schedule is as follows:

TESTING SCHEDULE		
Day 1	Submit Part 1/Cycle 1	Submission confirmed
Day 4	Initial feedback provided to submitter for Cycle 1	
Day 7	Final feedback provided to submitter for Cycle 1	TEST ACCEPTED — Submit Cycle 2
		TEST REJECTED — Submitter addresses feedback
Day 10	Submitter retests Cycle 1 (if previously rejected)	Submission confirmed
Day 14	Final feedback provided to submitter for Cycle 2	TEST ACCEPTED
		TEST REJECTED — Submitter addresses feedback
Day 20	Submitter retests Cycle 2 (if previously rejected)	Submission confirmed
Day 22	Final feedback provided to submitter for Cycle 2 (retest)	RETEST ACCEPTED
		RETEST REJECTED — Submitter reschedules Cycle 2 for later date
Prepare for cutover to production	Part 2/Test load of all accepted files via sFTP	

Performance Reports

Once the XML Submission Partner has completed testing and is approved to submit production XML files and attachments, the following reports will be generated to measure performance:

- Counts and percentage of accept vs reject (both payer and XML submission partner)
- Rejection reasons included
- Response time of payer to acknowledge receipt of *Form CMS-1500* submissions
- Provider submission volume

Attachments

- *XML Submission Partner's Agreement for XML Submission of Form CMS-1500 Data and Medical Narrative Reports on Behalf of Health Care Provider* (Reference Copy)
- *Treating Health Care Provider's Agreement for XML Submission of Form CMS-1500 Data and Medical Narrative Reports* (Reference Copy)
- *Out-of-State Health Care Provider's Agreement for XML Submission of Form CMS-1500 Data and Medical Narrative Reports* (Reference Copy)
- *Non-Authorized Provider Agreement for XML Submission of Form CMS-1500 Data and Required Attachment* (Reference Copy)
- *Test Agreement for Business Partners Submitting Medical Reports in XML Format* (Reference Copy)
- *Form CMS-1500* Example
- CMS-1500 XML Matrix. The matrix is available on the Board's website:
www.wcb.ny.gov/CMS-1500/CMS1500-FieldTableMatrix_XMLSubmissionPartners.xlsx

XML Submission Partner's Agreement for XML Submission of *Form CMS-1500* Data and Medical Narrative Reports on Behalf of Health Care Provider

This is an agreement between the New York State Workers' Compensation Board (hereinafter the "Board"), a state agency having its principal place of business at 328 State Street, Schenectady, NY 12305 and _____, a business entity incorporated under the laws of the State of _____ and, having its principal place of business at _____ (hereinafter "XML Submission Partner") and a business phone number of _____.

Whereas treating health care providers (hereinafter "Treating Providers") are required to file reports of treatment with the Board in accordance with the Workers' Compensation Law and its accompanying regulations; and

Whereas the Board medical reports submitted to the Board must be signed within the meaning of the law; and

Whereas electronic submission of the *Health Insurance Claim Form (Form CMS-1500)* and medical narrative reports to the Board is currently voluntary, but may become mandatory at a future date; and

Whereas having multiple *Form CMS-1500s* and medical narrative reports filed together by electronic submission in XML (extensible markup language) format rather than filing paper forms would benefit the Board, Treating Providers and workers' compensation claimants through quicker more legible filings, with cost savings and other benefits; and

Whereas the XML Submission Partner has entered into or will enter into agreements with individual Treating Providers authorized to treat workers' compensation claimants wherein the XML Submission Partner is contractually obligated to electronically file *Form CMS-1500* data and medical narrative reports via XML submission on behalf of the Treating Providers; and

Whereas the Board and XML Submission Partner entered into a Test Agreement dated _____; and such testing period having been completed to the satisfaction of all parties; and

Whereas the Board and the XML Submission Partner wish to enter into an agreement whereby the XML Submission Partner would file *Form CMS-1500* data and medical narrative reports with the Board on behalf of Treating Providers via electronic submission of these forms and reports in XML files:

Now therefore, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. XML Files and Transactions. The term "XML file" refers to an extensible markup language file and as used herein is an electronic data file that follows a specified layout that will enable it to be processed by the Board. Each transaction, as that word is used herein, refers to a discrete *Form CMS-1500*, attached medical narrative report, and all the corresponding data and/or attachments submitted with that discrete *Form CMS-1500* and medical narrative report. In addition, each transaction in the XML file contains detailed information that is required by a particular form.
2. ESRA Signature Requirements. In order to comply with the Worker's Compensation Law, as well as the Board's regulations and policy, every *Form CMS-1500* and medical narrative report that is submitted via XML file must contain a "signature" within the meaning of the law. Under the New York State Electronic Signatures and Records Act (ESRA) and the ESRA regulation implemented by the New York State Office for Technology (9 NYCRR 540), an electronic process or symbol may constitute the signature of a party when the electronic signature is attached to or logically associated with an electronic record and has been executed or adopted by a person with the intent to sign the record. The use of an electronic signature shall have the same validity and effect as a signature affixed by hand.

3. Present this Agreement to Treating Providers. The XML Submission Partner may present an executed copy of this Agreement to every Treating Provider who will use its filing service. The executed Agreement evidences that the XML Submission Partner is authorized to file forms in XML format with the Board. In addition, the Board will maintain a list of XML Submission Partners authorized to submit *Form CMS-1500* data and medical narrative reports via XML file format. The list will be published on the Board's website and will disclose each XML Submission Partner's contact information including business address, phone number and email address.
4. XML Submission Partner will not alter Treating Provider Data. The XML Submission Partner agrees to submit data received from the Treating Provider and the *Form CMS-1500* image generated from such data to the Board in XML format via the Board's server, from which the Board's computer system will take the data and *Form CMS-1500* image and place them in the appropriate folder in the Board's electronic claims processing system. As the agent of the Treating Provider, the XML Submission Partner may supply administrative details to the *Form CMS-1500* to ensure timely and accurate submission to the Board. In no event, may the XML Submission Partner modify the narrative attachment or the information regarding treatment and disability (currently contained in fields 14 through 24), with the exception of field 19. The XML Submission Partner shall compare all XML file forms to the individual submission received from a Treating Provider to ensure the accuracy of the contents of the XML file submission. The XML Submission Partner is responsible for the contents of each transaction within an XML file submission, including the data for the *Form CMS-1500*, the image of the *Form CMS-1500*, and the medical narrative attachment.
5. Copies of Forms to Treating Providers. The XML Submission Partner shall make available to the Treating Provider a copy of every form submitted on behalf of the Treating Provider to the Board in order that the Treating Provider may examine the contents of the form for accuracy.
6. Treating Provider must sign each Form CMS-1500. The XML Submission Partner shall ensure that each *Form CMS-1500* and medical narrative report submitted to it by a Treating Provider is signed within the meaning of the law. A *Form CMS-1500* and medical narrative report may be submitted to the XML Submission Partner in hard copy form that contains the Treating Provider's handwritten signature or that contains an accurate reproduction of the Treating Provider's signature made by a stamp or technological process and used under the Treating Provider's direction and control. The *Form CMS-1500* and medical narrative report may also be submitted to the XML Submission Partner with an electronic signature. An electronic process or symbol may constitute the signature of a person when the electronic signature is attached to or logically associated with an electronic record in accordance with ESRA and its accompanying regulation (9 NYCRR 540).

When the Treating Provider submits *Form CMS-1500* data and medical narrative reports to the XML Submission Partner using an electronic signature that incorporates a user ID and Password as part of the signature process, the XML Submission Partner agrees to adhere to the following rules, guidelines and safeguards when setting Passwords: Passwords must be changed every 30 days; Passwords may not be the same as the username; Passwords may not be the same as the user's first or last name; Passwords may not be blank; each Password must contain a minimum of eight characters; Passwords must never be written down; Passwords should not be easily guessed or subject to disclosure through a dictionary attack (i.e., words that correspond to names or that can be found in a dictionary); Passwords must contain both alphabetic and numeric characters; Passwords should be unique, and users should attempt not to reuse their passwords.

7. Form CMS-1500 and Medical Narrative Format Requirements. *Form CMS-1500* shall be submitted to the Board with the date of acceptance by the workers' compensation carrier, self-insured employer, or third-party administrator (hereinafter collectively referred to as "Payer"), the provider authorization number and rating code, the attachment control number, and the Board case number, if the case has been assembled. The XML Submission Partner shall be responsible for generating the *Form CMS-1500* image from the XML data received from the Treating Provider for all transactions submitted to the Board. Every *Form CMS-1500* must be submitted with a medical narrative attachment. Medical narrative format requirements may be prescribed by the Chair of the Workers' Compensation Board. Such narrative format requirements may include, subject to technological feasibility, a requirement that the XML Submission Partner validate the presence of such prescribed elements prior to submission to the Board. In addition to the required narrative attachment, the XML Submission Partner must be capable of submitting any *Medical Treatment Guidelines Verification Summary (Form VS-MG)* issued by the Board to the Treating Provider upon request by the Board.
8. Timing of Submissions. *Form CMS-1500* data and medical narrative reports shall be submitted to the Board within seven business days of receipt from the Treating Provider, and in accordance with the reporting requirements of the Workers' Compensation Law and its accompanying regulations, specifically 12 NYCRR §325-1.3. When a *Form CMS-1500* and medical narrative report is not accepted by the Payer within seven business days, the XML Submission Partner shall advise the Treating Provider and seek direction as to whether to continue electronic submission attempts or submit the *Form CMS-1500* and medical narrative report in paper format. In the event that the XML Submission Partner attempts to identify the proper Payer and is unable to do so within seven business days, the XML Submission Partner shall submit the *Form CMS-1500* and medical narrative report to the Payer identified by the Treating Provider.
9. Rejection by Payer. The XML Submission Partner shall require the Payer to report a rejection reason when a submission fails and the *Form CMS-1500* and medical narrative report is not accepted. Any agreement with the Payer must provide that a *Form CMS-1500* may not be rejected solely because the Payer does not have a record of a workers' compensation claim from the claimant. The Board may request that the XML Submission Partner periodically submit a log of rejections by the Payer.
10. Record Retention. The XML Submission Partner shall retain all *Form CMS-1500s* and associated medical narrative reports received from Treating Providers for a period of at least one year. For the purposes of this Retention Policy, the XML Submission Partner shall retain the original version of any form or report received in order that it may be resubmitted exactly as first submitted to the Board and/or used to verify the accuracy of an XML file submission.
11. Correction of Submissions. The XML Submission Partner may, at any time, request that a *Form CMS-1500* and medical narrative report be changed when it is discovered that the record submitted requires correction, amendment or clarification. The Board will immediately archive every XML file submission in the exact form that it is received from the XML Submission Partner and before it is processed by the Board. This archived XML file submission will be available for review by the XML Submission Partner for seven days following submission.

12. User IDs and Passwords. The Board will give the XML Submission Partner user identification code(s) and password(s) to access the Board's system to place the XML files on the Board's server. The XML Submission Partner agrees to secure its user identification code(s) and password(s) in order to prevent illegal or unauthorized disclosure of confidential workers' compensation records and/or claims data. Every time the XML Submission Partner submits an XML file to the Board it must certify that it has complied with the terms of this Agreement (Certification). The use of the User ID(s) and Password(s) by an employee of the XML Submission Partner to submit the XML file constitutes the signature of the XML Submission Partner on that Certification. In the future, the Board may update the method for accessing the Board's system. The XML Submission Partner agrees to comply with any updated protocol.

When the employment of an employee or agent is terminated, the XML Submission Partner shall be responsible for ensuring that the terminated employee or agent's ability to submit XML files is removed. The XML Submission Partner shall terminate an employee's ability to submit XML files using functionality on the Board's website (www.wcb.ny.gov). An employee's ability to submit XML files must be terminated by the XML Submission Partner's Administrator on the Board's website at the "XML Forms Submission Overview" page by clicking on the "Add, Modify or Remove Users" link. The XML Submission Partner shall remove the terminated agent or employee's access prior to termination of employment or no later than the next business day after the end of the employee's or agent's employment with the XML Submission Partner.

13. Technology Upgrades. As technologies become available and affordable, the XML Submission Partner agrees to purchase software and/or hardware as required by the Board that will enhance the security of the electronic signature process. The Board will be mindful of cost and business practicalities when exercising this option and will notify the XML Submission Partner sixty-days in advance of any such change in the requirements for electronic submission of *Form CMS-1500* data and medical narrative reports. If the XML Submission Partner chooses not to purchase this software and/or hardware as required by the Board, this Agreement will terminate automatically following the compliance date.

14. Lawful Purpose. The purpose and objective of this agreement is lawful.

15. Security Safeguards and Confidentiality. The XML Submission Partner shall comply with all Federal and State laws, regulations and policies applicable to the claims data contained in the electronic transmissions, including but not limited to Workers' Compensation Law §110-a, which makes it unlawful for any person who accesses Workers' Compensation Board records or individually identifiable information from Workers' Compensation Board records to disclose such information to any person who is not otherwise lawfully entitled to obtain these records. The XML Submission Partner shall not release any claims data without the written permission of the Board.

The XML Submission Partner shall use appropriate, documented safeguards to prevent the unlawful use or disclosure of personal health information or individually identifiable information from Workers' Compensation Board records otherwise than as provided for by this Agreement. The XML Submission Partner shall maintain a comprehensive written information security program that includes administrative, technical, and physical safeguards that satisfy the standards set forth in the HIPAA Security Rule at 45 C.F.R. §§164.308, 164.310, and 164.312, along with corresponding policies and procedures, as required by 45 C.F.R. § 164.316, appropriate to the size and complexity of the XML Submission Partner's operations and the nature and scope of its activities, to reasonably and appropriately protect the confidentiality, integrity and availability of any personal health information or individually identifiable information that it creates, receives, maintains, accesses or that it transmits on behalf of the Treating Provider pursuant to this Agreement.

16. Access Limited to Authorized Employees. The XML Submission Partner is responsible for informing its employees of the legal requirements and restrictions governing confidentiality of claims data. The XML Submission Partner shall limit access to claims data to “authorized” employees who are those employees required to have access to claims data in order to fulfill the requirements of their employment.
17. Offshore Restrictions. Confidential Information accessed by or provided to the XML Submission Partner during the course of performing its duties pursuant to this Agreement must not be stored or accessed outside of the continental United States.
18. Parallel Submission When Necessary. The XML Submission Partner has completed a testing period during which the XML Submission Partner submitted *Form CMS-1500* data and medical narrative reports in XML file format to the Board while the Treating Provider submitted the same data directly in paper form or via key entry on the Board’s website. This testing period is referred to as a Parallel Submission. The XML Submission Partner agrees that should problems develop with the XML Submission Partner’s XML file submissions, if the Board changes a particular form, or if the Board determines that there is a need for additional testing, a new Parallel Submission period and approval process may be required, during which time the XML Submission Partner will again be required to submit *Form CMS-1500* data and medical narrative reports in XML file format to the Board. For the duration of this Agreement it shall be the responsibility of the XML Submission Partner to notify the Treating Provider when it must file paper forms.
19. Duty to Complete all Required Fields. The Board will accept or reject individual transactions in an XML file submission based on the presence or absence of information in particular fields. The XML Submission Partner shall perform due diligence in providing data for each electronic transaction. Certain fields will be designated as “required” fields by the Board, meaning that the transaction may be automatically rejected by the Board’s computer system if no valid data is supplied in that field. The XML Submission Partner shall submit all available data that is requested by the form or by each field, even if it is not designated a “required” field.
20. Treating Providers Must Have Agreement on File. In addition to incomplete or inaccurate data, the Board will evaluate each individual transaction in an XML file submission to confirm that the Treating Provider who signed the *Form CMS-1500* and medical narrative report has a valid XML Submission Agreement on file with the Board. A transaction will be rejected whenever Board records indicate that the Treating Provider does not have the required Agreement on file.
21. Transaction Acceptance and Rejection. Following submission of an XML file, the Board will post a log in a secure area of its server indicating the acceptance or rejection of each transaction. This Transaction Acceptance/Rejection Log will be posted within two business days of the submission of the XML file. The Transaction Acceptance/Rejection Log will remain available to the XML Submission Partner for at least thirty days from the date of the subject XML file submission.

The log will identify the reason for each rejection. It is the responsibility of the XML Submission Partner and its client Treating Provider to correct any errors in a rejected transaction and resubmit the corrected transaction in a later XML file submission. A transaction that has not been marked “accepted” by the Board on its Transaction Log has not been received by the Board. The XML Submission Partner acknowledges that transactions will not be considered received by the Board until such time as the Board Transaction Log indicates acceptance, regardless of whether the rejection was the result of misfeasance or nonfeasance by the XML Submission Partner or the Treating Provider. Neither the XML Submission Partner, nor any Treating Provider should assume that a transaction has been accepted until the Transaction Acceptance/Rejection Log has been reviewed.

22. Duty to Notify Treating Provider of Rejection. The XML Submission Partner shall notify a Treating Provider whenever a *Form CMS-1500* and medical narrative report submitted by him or her has been identified as a rejected transaction on the Board Transaction Acceptance/Rejection Log following its submission in an XML file by the XML Submission Partner. It is the responsibility of the XML Submission Partner and Treating Provider to correct any rejected transaction. The XML Submission Partner shall notify the Treating Provider every time a transaction is rejected by the Board regardless of whether the XML Submission Partner may cure the defect without obtaining further information from the Treating Provider.
23. Duty to File Timely Reports. Failure of technology or electronic communication, including erroneous rejection of a transaction, will not release the Treating Provider, or his or her XML Submission Partner, from their legal obligation to file timely reports with the Board.
24. Duty to Provide Copies to all Parties and the Treating Provider. The XML Submission Partner has a duty to provide access to a copy of each *Form CMS-1500* and medical narrative report submitted to the Board to the Treating Provider who created the medical record. 12 NYCRR §325-1.3 sets forth the rules governing medical reporting. This Agreement only regulates the filing of medical reports with the Chair of the Workers' Compensation Board. It does not relieve the Treating Provider of his or her responsibilities for providing parties of interest with copies of the report or with any other obligations regarding medical reports under the Workers' Compensation Law and accompanying regulations.
25. Server Availability. The Board's server will sometimes be unavailable due to maintenance or other reasons. The XML Submission Partner is responsible for frequently checking the availability pages on the Board's web site to learn about non-availability maintenance periods and other information about the process.
26. Received Date of a Transaction. When transmission of the entire XML format file is complete, the file will be considered received by the Board. Each transaction within that XML format file that is accepted will be assigned a received date and time that corresponds to the date and time that the transmission of the entire XML file was completed.
27. Retransmission of XML Files. The Board may need to have XML files retransmitted. The XML Submission Partner agrees to retransmit XML files as requested by the Board.
28. Duty to Limit Access to XML System. The XML Submission Partner agrees that access to its XML file system will be limited to appropriate personnel to prevent unauthorized transmission of electronic transactions to the Board and to prevent any alteration of electronic transactions before they are transmitted to the Board. The XML Submission Partner shall limit access to the application and XML file software to authorized personnel.
29. No Liability for Damages. The Board will not be responsible for any damages related to the XML Submission Partner's use of XML format files as the method of filing forms with the Board, including but not limited to any damages related to any delays or failures of technology or electronic communications.

30. Failure to Comply and Termination for Cause. If the XML Submission Partner fails to comply with the conditions of this agreement, the Board will stop accepting and processing the XML Submission Partner's electronically submitted XML files and may terminate the Agreement. Notice that the Board will no longer accept files from the XML Submission Partner in XML format will be made via email to the XML Submission Partner's designated contact person currently on file with the Board. The Board is not responsible for notifying Treating Providers that this Agreement has been terminated.
31. Termination of Agreement with Written Notice. This Agreement may be terminated by either party for any reason upon thirty days written notice to the other party. Written notice shall be by certified mail to the business address designated by each party herein.
32. Right to Audit. The Board reserves the right to audit the XML Submission Partner's records to ensure compliance with the terms of this Agreement. The Board explicitly reserves the right to request documentation that evidences the XML Submission Partner's execution of the duties contained herein regarding notice to Treating Providers. Upon request, the XML Submission Partner shall provide a report detailing the number of rejected and accepted transactions as well as information regarding the rejection reasons and duration from receipt to acceptance/rejection by the Payer for the specified period of time.
33. Business Entity Information. Upon execution of this Agreement, the XML Submission Partner shall provide the Board with information regarding its business structure, including the date of organization or incorporation; the name or names under which it is registered in the state that it is duly organized or incorporated; the addresses and telephone numbers of each administrative office or office where it conducts any business; a list of the names, addresses, telephone numbers, and official positions of the members of the board of directors, officers, controlling persons, owners, partners, etc.; the name, title, and telephone number of the contact person for the XML Submission Partner; and the XML Submission Partner's Federal Employer Identification Number (FEIN).
- The XML Submission Partner affirms that it is duly organized, validly existing, and in good standing under the laws of the state of its organization as of the date hereof, and is duly qualified to do business and is in good standing in New York and each other jurisdiction in which its conduct of business requires such qualification. No proceeding is pending, or to the knowledge of the XML Submission Partner, threatened, involving the XML Submission Partner in each jurisdiction it is qualified to do business in. Subsequent to the signing of this Agreement, the XML Submission Partner is under a continuing obligation to update the Board of any material changes to its business structure or qualifications to conduct business.
34. Choice of Law. This Agreement shall be construed in accordance with the laws of New York State. Any actions or proceedings to construe the terms of this Agreement or any of the parties' rights or obligations thereunder shall be brought in a Court of appropriate jurisdiction located in the County of Schenectady, State of New York.
35. Electronic Storage of this Agreement. For purposes of this Agreement, a facsimile or other electronic version of a party's signature, such as a .pdf, may substitute for the original signature and shall have the same legal effect as the original signature.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed in its name and behalf by its duly authorized representatives on the day and year appearing below their respective signatures.

NYS Workers' Compensation Board:

XML Submission Partner Name:

Signature

Signature

Print Name

Signature

Executive Director

Print Name

Title

Print Name

Date

Title

Date

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK }

ss.:

COUNTY OF }

On the _____ day of _____ in the year 20____, before me personally appeared:

_____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at _____,

_____, County of _____, State of _____;

that he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

Notary Public

Reference Copy, Only

**Treating Health Care Provider's Agreement
for XML Submission of *Form CMS-1500* Data and Medical Narrative Reports**

I, _____ (print name), a health care provider (hereinafter "Treating Provider") duly licensed by the State of New York and identified as such by New York State Department of Education issued license number _____ (print license number), with National Provider Identifier number _____ (print NPI number), hereby agrees as follows:

1. I am duly authorized by the Workers' Compensation Board (hereinafter "Board") to treat workers' compensation claimants pursuant to a Board issued certificate and authorization number _____ (print authorization number), with WCB Rating Code(s) _____ (print all active WCB Rating Codes).
2. For the purpose of submitting the *Health Insurance Claim Form (Form CMS-1500)* and medical narrative report, or other medical reports electronically, I have retained the services of an XML Submission Partner duly authorized by the Board to file medical reports in XML (extensible markup language) format (hereinafter "XML submission"). In most instances an XML submission by an XML Submission Partner to the Board will contain multiple *Form CMS-1500s* and medical narrative reports, and/or other electronic medical forms, as well as all the corresponding data and attachments submitted with the medical form. In most instances, a single XML submission by an XML Submission Partner will include multiple *Form CMS-1500s* and medical narrative reports, as well as other medical reports, from more than one Treating Provider.
3. I acknowledge that every *Form CMS-1500* and medical narrative report, or other medical report submitted to an XML Submission Partner by me must be signed within the meaning of the law. I may submit a paper *Form CMS-1500* and medical narrative report, or other medical report to my XML Submission Partner with my original handwritten signature or signed using a stamp or other technological process that is used under my direction and control. I may also submit the *Form CMS-1500* and medical narrative report, or other medical report to the XML Submission Partner using an electronic signature. An electronic process or symbol may constitute the signature of a person when the electronic signature is attached to or logically associated with an electronic record in accordance with the New York State Electronic Signatures and Records Act (ESRA) and its accompanying regulations (9 NYCRR Part 5-9). My execution of this Agreement and the successful filing of a *Form CMS-1500* and medical narrative report, or other medical report with the Board indicates that all documents have been signed within the meaning of the Workers' Compensation Law and an original signature is not required.
4. I am responsible for reviewing every medical form submitted on my behalf by an XML Submission Partner. I will make all necessary corrections and changes to those forms.
5. I understand that every *Form CMS-1500* submitted to an XML Submission Partner by me must be accompanied by a medical narrative attachment. A transaction will be rejected by the Board if a *Form CMS-1500* is submitted without the required attachments. Medical narrative format requirements may be prescribed by the Chair of the Workers' Compensation Board. I understand that the Board will reject individual transactions in an XML submission if certain fields designated by the Board as "required" fields are not sufficiently completed.

6. I understand that every *Form CMS-1500* and medical narrative report, or other medical report submitted to an XML Submission Partner by me must be submitted to the Board within seven business days of receipt. Such submission shall be in accordance with the Workers' Compensation Law and its accompanying regulations, specifically 12 NYCRR §325-1.3. In the event a *Form CMS-1500* and medical narrative report, or other medical report is rejected by the carrier, self-insured employer, or third-party administrator (hereinafter collectively referred to as "Payer") such *Form CMS-1500* and medical narrative report, or other medical report will not be submitted to the Board. I understand that the XML Submission Partner has a duty to notify me of the rejection by the Payer, but that it is my responsibility to work with the Payer and the XML Submission Partner to correct the rejected *Form CMS-1500* and medical narrative report, or other medical report so that same may be transmitted timely to the Board and the Payer.
7. I understand that while I may retain the services of an authorized XML Submission Partner and may change submission partners at any time, I am responsible for the contents of the medical reports submitted by my XML Submission Partner and for the timely filing of all medical reports irrespective of who the XML Submission Partner is. I agree to assume all responsibility for any nonfeasance or misfeasance by the XML Submission Partner and/or any other parties acting under my direction or control with respect to timely filing and contents of *Form CMS-1500* data and medical narrative reports, and other medical reports filed on my behalf. Failure of technology or electronic communication or unavailability of the Board's web site will not release me from my legal obligation to file timely reports with the Board. I acknowledge that any rejected transaction will not be considered received by the Board until it is submitted in an acceptable format.
8. I agree that the term of this agreement shall continue for as long as I use the services of an XML Submission Partner to submit my medical reports via XML.
 - a. I understand that the Board may terminate this Agreement at any time for violation of its terms or conditions. If I fail to comply with the terms and conditions of this Agreement, the Board will stop accepting and processing my electronically submitted *Form CMS-1500*s and medical narrative reports, and other medical reports and may terminate the Agreement. The Board is not responsible for notifying the XML Submission Partner that this Agreement has been terminated.
 - b. This Agreement may be terminated by the Board or me for any reason upon thirty days written notice to the other party. Written notice to me shall be by certified mail to the address on file with the Board and associated with my Board authorization number. Written notice to the Board shall be to: NYS Workers' Compensation Board, Office of General Counsel, 328 State Street, Schenectady, New York 12305. The Board is not responsible for notifying the XML Submission Partner that this Agreement has been terminated.
9. The Board will not be responsible for any damages related to the use of XML submission of *Form CMS-1500*s and medical narrative reports. This includes, but is not limited to, any damages related to delays or failures of technology or electronic communications.
10. I understand that the terms of this Agreement will be construed in accordance with the laws of New York State, including the Workers' Compensation Laws of the State of New York and their accompanying regulations.

11. For purposes of electronic storage of this Agreement, a facsimile or other electronic version of a party's signature, such as a .pdf, may substitute for the original signature and shall have the same legal effect as the original signature.

THEREFOR, I have caused this Agreement to be executed on the day and year appearing below.

By:

Signature

Date

Print Name

Reference copy, only

**Out-of-State Health Care Provider's Agreement
for XML Submission of *Form CMS-1500* Data and Medical Narrative Reports**

I, _____ (print name), a health care provider (hereinafter "Treating Provider") with a principal place of business located at _____ (print business address), a business telephone number of _____ (print telephone number), and an email address of _____ (print email address) hereby agree as follows:

1. I am duly licensed by _____ State to render medical treatment. My license number is _____ (print license number). A copy of my valid and unrestricted _____ State medical license is attached hereto.
2. I affirm that my license to practice medicine is valid and unrestricted and further affirm that I will contact the New York State Workers' Compensation Board (hereinafter the "Board") Medical Director's Office immediately should my medical license become restricted in any manner.
3. I have been assigned a National Provider Identifier (NPI) as an Individual Provider. My NPI as in an individual provider is: _____ (print individual NPI number).
4. For the purpose of submitting the *Health Insurance Claim Form (Form CMS-1500)* and medical narrative report, or other medical reports electronically, I have retained the services of an XML Submission Partner duly authorized by the Board to file medical reports in XML (extensible markup language) format (hereinafter "XML submission"). In most instances, an XML submission by an XML Submission Partner to the Board will contain multiple *Form CMS-1500s* and medical narrative reports, and/or other electronic medical forms, as well as all the corresponding data and attachments submitted with the medical form. In most instances, a single XML submission by an XML Submission Partner will include multiple *Form CMS-1500s* and medical narrative reports, as well as other medical reports, from more than one Treating Provider.
5. I acknowledge that every *Form CMS-1500* and medical narrative report, or other medical report submitted to an XML Submission Partner by me must be signed within the meaning of the law. I may submit a paper *Form CMS-1500* and medical narrative report, or other medical report to my XML Submission Partner with my original handwritten signature or signed using a stamp or other technological process that is used under my direction and control. I may also submit the *Form CMS-1500* and medical narrative report, or other medical report to the XML Submission Partner using an electronic signature. An electronic process or symbol may constitute the signature of a person when the electronic signature is attached to or logically associated with an electronic record in accordance with the New York State Electronic Signatures and Records Act (ESRA) and its accompanying regulations (9 NYCRR Part 540). My execution of this Agreement and the successful filing of a *Form CMS-1500* and medical narrative report, or other medical report with the Board indicates that all documents have been signed within the meaning of the Workers' Compensation Law and an original signature is not required.
6. I am responsible for reviewing every medical form submitted on my behalf by an XML Submission Partner. I will make all necessary corrections and changes to those forms.

7. I understand that every *Form CMS-1500* submitted to an XML Submission Partner by me must be accompanied by a medical narrative attachment. A transaction will be rejected by the Board if a *Form CMS-1500* is submitted without the required attachments. Medical narrative format requirements may be prescribed by the Chair of the Workers' Compensation Board. I understand that the Board will reject individual transactions in an XML submission if certain fields designated by the Board as "required" fields are not sufficiently completed.
8. I understand that every *Form CMS-1500* and medical narrative report, or other medical report submitted to an XML Submission Partner by me must be submitted to the Board within seven business days of receipt. Such submission shall be in accordance with the Workers' Compensation Law and its accompanying regulations, specifically 12 NYCRR §325-1.3. In the event a *Form CMS-1500* and medical narrative report, or other medical report is rejected by the carrier, self-insured employer, or third-party administrator (hereinafter collectively referred to as "Payer") such *Form CMS-1500* and medical narrative report, or other medical report will not be submitted to the Board. I understand that the XML Submission Partner has a duty to notify me of the rejection by the Payer, but that it is my responsibility to work with the Payer and the XML Submission Partner to correct the rejected *Form CMS-1500* and medical narrative report, or other medical report so that same may be transmitted timely to the Board and the Payer.
9. I understand that while I may retain the services of an authorized XML Submission Partner and may change submission partners at any time, I am responsible for the contents of the medical reports submitted by my XML Submission Partner and for the timely filing of all medical reports irrespective of who the XML Submission Partner is. I agree to assume all responsibility for any nonfeasance or misfeasance by the XML Submission Partner and/or any other parties acting under my direction or control with respect to timely filing and contents of *Form CMS-1500* data and medical narrative reports, and other medical reports filed on my behalf. Failure of technology or electronic communication or unavailability of the Board's web site will not release me from my legal obligation to file timely reports with the Board. I acknowledge that any rejected transaction will not be considered received by the Board until it is submitted in an acceptable format.
10. I agree that the term of this agreement shall continue for as long as I use the services of an XML Submission Partner to submit my medical reports via XML.
 - a. I understand that the Board may terminate this Agreement at any time for violation of its terms or conditions. If I fail to comply with the terms and conditions of this Agreement, the Board will stop accepting and processing my electronically submitted *Form CMS-1500s* and medical narrative reports, and other medical reports and may terminate the Agreement. The Board is not responsible for notifying the XML Submission Partner that this Agreement has been terminated.
 - b. This Agreement may be terminated by the Board or me for any reason upon thirty days written notice to the other party. Written notice to me shall be by certified mail to the address on file with the Board and associated with my Board authorization number. Written notice to the Board shall be to: NYS Workers' Compensation Board, Office of General Counsel, 328 State Street, Schenectady, New York 12305. The Board is not responsible for notifying the XML Submission Partner that this Agreement has been terminated.

- 11. The Board will not be responsible for any damages related to the use of XML submission of *Form CMS-1500s* and medical narrative reports. This includes, but is not limited to, any damages related to delays or failures of technology or electronic communications.
- 12. I understand that the terms of this Agreement will be construed in accordance with the laws of New York State, including the Workers' Compensation Laws of the State of New York and their accompanying regulations.
- 13. For purposes of electronic storage of this Agreement, a facsimile or other electronic version of a party's signature, such as a .pdf, may substitute for the original signature and shall have the same legal effect as the original signature.

THEREFOR, I have caused this Agreement to be executed on the day and year appearing below:

By:

Signature

Date

Print Name

Reference copy, only

**Non-Authorized Provider Agreement
for XML Submission of Form CMS-1500 Data and Required Attachment**

I, _____ (print individual or organization name), with a principal place of business located at _____ (print business address), a business telephone number of _____ (print telephone number), and an email address of _____ (print email address) hereby agree as follows:

1. I am duly licensed by New York State to render the following medical treatment, and/or I am a provider of medical services including, but not limited to, laboratory services, pharmacy services, durable medical equipment (DME), or other supplies: _____ (print provider type). My license number is: _____ (print license number). A copy of my valid and unrestricted medical license is attached hereto. Pursuant to this license number, I am not permitted to obtain a Board authorization to treat injured workers as specified in 12 NYCRR Part 523.
2. I have been assigned a National Provider Identifier (NPI). My NPI number is _____ (print NPI number). My Medicaid Management Information System (MMIS) number is: _____ (If you are a DME supplier who is enrolled in New York State Medicaid, print MMIS number, or indicate "N/A" if not applicable).
3. For the purpose of submitting the *Health Insurance Claim Form (Form CMS-1500)* and required attachment, I have retained the services of an XML Submission Partner duly authorized by the Board to file medical reports and other medical forms in XML (extensible markup language) format (hereinafter "XML submission").
4. I acknowledge that every *Form CMS-1500* and medical narrative report, or other required attachment submitted to an XML Submission Partner by me, must be signed within the meaning of the law. I may submit a paper *Form CMS-1500* to my XML Submission Partner with my original handwritten signature or signed using a stamp or other technological process that is used under my direction and control. I may also submit the *Form CMS-1500* to the XML Submission Partner using an electronic signature. An electronic process or symbol may constitute the signature of a person when the electronic signature is attached to or logically associated with an electronic record in accordance with the New York State Electronic Signature and Records Act (ESRA) and its accompanying regulations (9 NYCRR Part 540). My execution of this Agreement and the successful filing with the Board of a *Form CMS-1500* and medical narrative report, or other required attachment, indicate that all documents have been signed within the meaning of the Workers' Compensation Law and an original signature is not required.
5. I understand that I remain responsible for the contents of the medical reports and forms submitted in my name and NPI number. I am responsible for reviewing every medical form submitted on my behalf by an XML Submission Partner. I will make all necessary corrections and changes to those forms.
6. I understand that every *Form CMS-1500* submitted to an XML Submission Partner by me must be accompanied by the required attachment. Required attachments include, but are not limited to: medical narrative reports; bills or invoices for medication(s) dispensed and a copy of the physician's prescription for the medication(s); bills or invoices for laboratory services and the accompanying laboratory report; or invoices for DME item(s) dispensed and a copy of the physician's prescription for the item(s). A transaction will be rejected by the Board if a *Form CMS-1500* is submitted without the required attachment. I understand that the Board will reject individual transactions in an XML submission if certain fields designated by the Board as "required" fields are not sufficiently completed.

7. I understand that every *Form CMS-1500* and required attachment submitted to an XML Submission Partner by me must be submitted to the Board within seven business days of receipt. Such submission shall be in accordance with the Workers' Compensation Law and its accompanying regulations, specifically 12 NYCRR §325-1.3. In the event a *Form CMS-1500* is rejected by the carrier, self-insured employer, or third-party administrator (hereinafter collectively referred to as "Payer"), such *Form CMS-1500* and required attachment will not be submitted to the Board. I understand that the XML Submission Partner has a duty to notify me of the rejection by the Payer, but that it is my responsibility to work with the Payer and the XML Submission Partner to correct the rejected *Form CMS-1500* and required attachment so that same may be transmitted timely to the Board and the Payer.
8. I understand that while I may retain the services of an authorized XML Submission Partner and may change submission partners at any time, I am responsible for all submissions by my XML Submission Partner and for the timely filing of every *Form CMS-1500* and required attachment irrespective of who the XML Submission Partner is. I agree to assume all responsibility for any nonfeasance or misfeasance by the XML Submission Partner and/or any other parties acting under my direction or control with respect to timely filing and contents of *Form CMS-1500* data filed on my behalf. Failure of technology or electronic communication or unavailability of the Board's website will not release me from my legal obligation to file timely bills with the Board. I acknowledge that any rejected transaction will not be considered received by the Board until it is submitted in an acceptable format.
9. I agree that the term of this Agreement shall continue for as long as I use the services of an XML Submission Partner to submit *Form CMS-1500* via XML.
 - a. I understand that the Board may terminate this Agreement at any time for violation of its terms or conditions. If I fail to comply with the terms and conditions of this Agreement, the Board will stop accepting any XML submission of *Form CMS-1500* and required attachment submitted for me by my XML Submission Partner and may terminate the Agreement. The Board is not responsible for notifying the XML Submission Partner that this Agreement has been terminated.
 - b. This Agreement may be terminated by the Board or me for any reason upon 30 days written notice to the other party. Written notice to me shall be by certified mail to the address on file with the Board. Written notice to the Board shall be to: NYS Workers' Compensation Board, Office of General Counsel, 328 State Street, Schenectady, New York 12305. The Board is not responsible for notifying the XML Submission Partner that this Agreement has been terminated.
10. The Board will not be responsible for any damages related to the use of XML submission of *Form CMS-1500* and required attachments. This includes, but is not limited to, any damages related to delays or failures of technology or electronic communications.
11. I understand that the terms of this Agreement will be construed in accordance with the laws of New York State, including the Workers' Compensation Laws of the State of New York, and their accompanying regulations.
12. For purposes of electronic storage of this Agreement, a facsimile or other electronic version of a party's signature, such as a .pdf, may substitute for the original signature and shall have the same legal effect as the original signature.

THEREFOR, I have caused this Agreement to be executed on the day and year appearing below.

By:

Signature

Date

Print Name

Reference copy, only

Test Agreement for Business Partners Submitting Medical Reports in XML Format

WHEREAS, the undersigned company/business/partnership known as _____ (hereinafter "Undersigned"), wants to submit medical reports and bills on behalf of health care providers to the Workers' Compensation Board (hereinafter "Board") in XML format; and

WHEREAS, in order for the Undersigned to submit medical reports and bills in XML format on behalf of health care providers, the Undersigned must enter into a test with the Board.

NOW, THEREFORE, the Undersigned understands and agrees as follows:

1. The Undersigned agrees to go through a testing process where the Undersigned will submit medical reports and bills in XML format to the Board using medical reports and bills provided by actual Board-authorized health care providers. The Board reserves the right to conduct additional testing as it determines necessary.
2. The Undersigned agrees to designate the following person as the Undersigned's contact for the test with the Board:

Name: _____

Title: _____

Phone: _____

Email: _____

3. The Undersigned agrees to notify the Board immediately if the Undersigned's contact for the parallel test with the Board changes at any time during the period of the parallel test.
4. The Board's server will sometimes be unavailable due to maintenance or other reasons. The Undersigned is responsible for checking the availability pages on the Board's web site to learn about non-availability maintenance periods and other information about the process.
5. The Undersigned agrees that this is only a test and that health care providers remain responsible for the timely submission of medical reports and bills to the Board via hard copy or by key entry on the Board's website.

6. The Undersigned, its officers, agents and employees and subcontractors, shall treat all workers' compensation documents and information, as confidential information to the extent required by the laws of the State of New York and the United States and any regulations promulgated thereunder. Unauthorized disclosure of personal, confidential, and/or medical information may result in civil and/or criminal penalties under New York State and Federal laws.

7. For purposes of electronic storage of this Agreement, a facsimile or other electronic version of a party's signature, such as a .pdf, may substitute for the original signature and shall have the same legal effect as the original signature.

Dated: _____ 20____

By: _____
 (Signature of officer)

 (Print name of officer)

 (Title of officer)

CORPORATE, PARTNERSHIP or INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____ }

COUNTY OF _____ }

On the ____ day of _____ in the year 20____, before me personally appeared: _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides in _____, and further that [check one]:

If an individual): he executed the foregoing instrument in his/her name and on his/her behalf.

If a corporation): he is the _____ of _____, the corporation described in said instrument; that by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

If a partnership): he is the _____ of _____, the partnership described in said instrument; that by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

Notary Public



EXAMPLE - AUTHORIZED PHYSICIAN

W900000
 WCMed Insurance
 16 Avengers Street
 White Plains, NY 10604

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02#2

CARRIER
PATIENT AND INSURED INFORMATION

PICA <input type="checkbox"/>		PICA <input type="checkbox"/>	
1. MEDICARE <input type="checkbox"/> MEDICAID <input type="checkbox"/> TRICARE <input type="checkbox"/> CHAMPVA <input type="checkbox"/> GROUP HEALTH PLAN <input type="checkbox"/> FECA BLK LUNG <input type="checkbox"/> OTHER <input checked="" type="checkbox"/> (ID#)		1a. INSURED'S I.D. NUMBER (For Program in Item 1) 987-65-4321	
2. PATIENT'S NAME (Last Name, First Name, Middle Initial) Parker, Peter		3. PATIENT'S BIRTH DATE (MM/DD/YY) SEX 08/19/1959 M <input checked="" type="checkbox"/> <input type="checkbox"/>	
4. INSURED'S NAME (Last Name, First Name, Middle Initial) Daily Bugle		5. PATIENT'S ADDRESS (No., Street) 20 Ingram Street	
6. PATIENT RELATIONSHIP TO INSURED Self <input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input checked="" type="checkbox"/>		7. INSURED'S ADDRESS (No., Street) 1 Firstly Avenue	
8. RESERVED FOR NUCC USE		CITY STATE New York NY	
CITY STATE Flushing NY		CITY STATE New York NY	
ZIP CODE TELEPHONE (Include Area Code) 11375 (999) 8887777		ZIP CODE TELEPHONE (Include Area Code) 10001 (111) 1111111	
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)		10. IS PATIENT'S CONDITION RELATED TO:	
a. OTHER INSURED'S POLICY OR GROUP NUMBER G9000000		a. EMPLOYMENT? (Current or Previous) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
b. RESERVED FOR NUCC USE Parker^^Peter		b. AUTO ACCIDENT? PLACE (State) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
c. RESERVED FOR NUCC USE		c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
d. INSURANCE PLAN NAME OR PROGRAM NAME		10d. CLAIM CODES (Designated by NUCC)	
11. INSURED'S POLICY GROUP OR FECA NUMBER Y4 002288001514WD01		11. INSURED'S DATE OF BIRTH (MM/DD/YY) SEX <input type="checkbox"/> M <input type="checkbox"/> F	
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below. Signature on File		12. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <i>If yes, complete items 9, 9a, and 9d.</i>	
SIGNED DATE		SIGNED	

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) (MM/DD/YY) QUAL 01/12/2020 431		15. OTHER DATE (MM/DD/YY) QUAL 01/14/2020 454		16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION (MM/DD/YY) (MM/DD/YY) FROM 01/14/2020 TO 01/21/2020	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE		17a. _____		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES (MM/DD/YY) (MM/DD/YY) FROM _____ TO _____	
17b. NPI _____		19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC) REFX5985555-8B^^G2OS^^PWK09EAC00985621^^NTEADD20200302		20. OUTSIDE LAB? \$ CHARGES <input type="checkbox"/> YES <input type="checkbox"/> NO	
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 0 A. M4726 B. _____ C. _____ D. _____ E. _____ F. _____ G. _____ H. _____ I. _____ J. _____ K. _____ L. _____		22. RESUBMISSION CODE ORIGINAL REF. NO.		23. PRIOR AUTHORIZATION NUMBER	

1	A. DATE(S) OF SERVICE		B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS MODIFIER	E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. EPST Family Plan	I. ID. QUAL	J. RENDERING PROVIDER ID. #
	From MM/DD	To MM/DD									
1	01/21/20	01/21/20	11		99203	A	142 62	1		OB 985555 NPI 177777777	
2										NPI	
3										NPI	
4										NPI	
5										NPI	
6										NPI	

25. FEDERAL TAX I.D. NUMBER 987654322		SSN EIN <input checked="" type="checkbox"/>		26. PATIENT'S ACCOUNT NO. 902620		27. ACCEPT ASSIGNMENT? (For govt claims, see back) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		28. TOTAL CHARGE \$ 142 62		29. AMOUNT PAID \$		30. Rsvd. for NUCC Use			
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) Gerry Goblin, MD SIGNED DATE 01/21/2020				32. SERVICE FACILITY LOCATION INFORMATION OSCOP Orthopedic Associates 65 Pennsylvania Circle Ring Astoria, NY 11104-1699				33. BILLING PROVIDER INFO & PH # (222) 2222222 OSCOP Orthopedic Associates 65 Pennsylvania Circle Ring Astoria, NY 11104-1699							
a. 377777777				b.				a. 377777777				b.			

PHYSICIAN OR SUPPLIER INFORMATION



Workers' Compensation Board

WCB.NY.GOV

 facebook.com/NYSWCB

 twitter.com/NYSWorkersComp

 instagram.com/NYSWorkersCompBoard

 youtube.com/c/NewYorkStateWorkersCompensationBoard

 Sign up for WCB Notifications at: wcb.ny.gov/Notify

The New York State Workers' Compensation Board protects the rights of employees and employers by ensuring the proper delivery of benefits and by promoting compliance with the law. To learn more about the Board, visit wcb.ny.gov.